

MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITI TEKNOLOGI MARA

AND

UNIVERSITAS ISLAM RIAU

RESEARCH COLLABORATION AGREEMENT (MATCHING GRANT)

THIS MEMORANDUM OF AGREEMENT is made on this Monday day of **March 1, 2021** (hereinafter referred to as "Agreement");

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "UiTM"), an institution of higher learning established under the Universiti Teknologi MARA 1976 [Act 1973] and having its address at the Chancellery, 40450 Shah Alam, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns of the first part;

AND

UNIVERSITAS ISLAM RIAU (hereinafter referred to as "UIR"), a public institution of higher learning with its main campus at Jl. Kaharuddin Nasution No. 113, Marpoyan, Kec. Bukit Raya, Kota Pekanbaru, Riau 28284, Indonesia and shall include its lawful representatives and permitted assigns of the second part.

(UiTM and UIR, shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. UiTM is Malaysia's premier university which strives to strengthen its educational programs and has entered into various collaborative arrangements with other parties in its effort to enhance its research and industrial networking.
- B. UIR is an established university with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- C. The Parties are desirous to collaborate in research projects which are to be equally funded by the Parties.
- D. In achieving the abovementioned objectives, the Parties are desirous of formalizing this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.
- E. The Parties agree that this Agreement is to be operationalized on behalf of UiTM by Universiti Teknologi MARA Perlis Branch whose address is at Universiti Teknologi MARA, Perlis Branch, Arau Campus, 02600, Arau, Perlis, Malaysia.

NOW THEREFORE, the parties hereto, for and in consideration of the respective undertakings hereinafter set forth, each of which shall be construed as a covenant as well as condition, the Parties have agreed as follows:

ARTICLE 1

PURPOSE

- 1.1 The purpose of this Agreement is to set out the terms and conditions pursuant to the Parties agreement to promote the Research Collaboration via matching grants from each University.

ARTICLE 2

DEFINITION

In this Agreement, except insofar as the context or subject matter otherwise indicates or requires, the following terms and expressions shall have the following meanings:

- 2.1 **“Agreement”** means this Agreement and all Schedules to it.
- 2.2 **“Research Collaboration”** means the research projects to be conducted by the researchers listed in Schedule 3 therein.
- 2.3 **“Commencement Date”** means the date first appearing on this Agreement.
- 2.4 **“Completion Date”** means the date as specified in Schedule 2 of this Agreement.
- 2.5 **“Confidential Information”** means all information passing from the disclosing Party to the other Party relating to the collaboration program including without limitation (i) financial information, business plans, reports or findings, investigative studies, consultations, methodologies, proposals, systems, programs, course content, techniques, strategies, improvements, discoveries, processes, innovations, inventions, trade secrets, drawings, know how, source and object code, arrangements and agreements with third parties, formulae, concepts not reduced to material form, designs, plans and models whether given orally or in writing (ii) any derivations of any information or data which embodies, contains or describes the Confidential Information and (iii) any other data or information designated by the disclosing Party be confidential or relating to the current or prospective activities or business of the disclosing Party.

- 2.6 “Intellectual Property”** means all rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks), copyright, circuit layouts, registrable designs, registrable plant varieties, processes, know-how and confidential information in the industrial, scientific and artistic fields including application or right to apply for registration of any of those rights.
- 2.7 “Background Intellectual Property”** means any Intellectual Property owned by the Parties prior to the commencement of this Agreement and which is made available by a party or Parties to carry out the Research Collaboration or to achieve the Intended Project Outcomes.
- 2.8 “Incidental Intellectual Property”** means all Intellectual Property arising from or out of the Research Collaboration which does not contribute to the Intended Project Outcome.
- 2.9 “Project Intellectual Property”** means any Intellectual Property arising from or out of the Research Collaboration and contributing to the Intended Project Outcome.

ARTICLE 3

RESEARCH COLLABORATION

- 3.1 A total of eight (8) Research Collaboration projects to be led by the Principal Researchers named in Schedule 1 of this Agreement.
- 3.2 The area of research for the Research Collaboration as set out in Schedule 1 of this Agreement.
- 3.3 The Principal Researchers shall form a research group comprising of the researchers from both Parties as listed in Schedule 4 of this Agreement.

ARTICLE 4

FINANCIAL COMMITMENT

- 4.1 UiTM agrees to contribute RM 35,000 and UIR agree to contribute RM35,000 to fund all EIGHT (8) research projects under the Research Collaboration.
- 4.2 The contribution of the fund is to be made in full by the Parties within thirty (30) days from the Commencement Date.

ARTICLE 5

RESOURCE ALLOCATION

- 5.1. The allocated fund shall be utilized by the Parties strictly for the purpose of the Research Collaboration.

- 5.2 The allocation of the fund will be managed and utilised by both Parties in accordance with the breakdown set out in Schedule 4 of this Agreement.

ARTICLE 6

COMENCEMENT DATE AND DURATION OF AGREEMENT

- 6.1 This Agreement shall commence from the date first written above regardless of the date of signing by the Parties (hereinafter referred to as “Commencement Date”), and shall remain in effect for one (1) year.
- 6.2 Notwithstanding of the above duration, this Agreement is subject to further extension as may be mutually agreed by both Parties.

ARTICLE 7

INTENDED RESEARCH PROJECT OUTCOME

- 7.1 Each research project is expected to publish a minimum of one (1) article in SCOPUS or WOS indexed journals.
- 7.2 Each research project is expected to produce a minimum of one (1) copyright.
- 7.2 Each research project is expected to produce a minimum of one (1) new application of research grant.
- 7.2 The authorship composition for the publication stipulated herein above shall be determined by the Parties based on the amount of work contributed by the researchers for the publication.
- 7.2 The ownership composition for the copyright stipulated herein above shall be determined by the Parties based on the amount of work contributed by the researchers for the copyright.

ARTICLE 8

MUTUAL OBLIGATIONS OF THE PARTIES

- 8.1 Ensuring full compliance of the project milestone as set out in Schedule 2 of this Agreement.
- 8.2 Providing sufficient physical and organizational infrastructure for the research to be carried out by the Parties.
- 8.3 Ensuring that research is conducted according to acceptable standards and in compliance with the policy of the Parties.

- 8.4 Providing researchers with effective administrative support, clear financial information, and assistance with university policies.
- 8.5 Communicating with researchers regarding changes in the status of projects.
- 8.6 Submission and exchange of regular reports regarding the use of research funds.

ARTICLE 9

CONFIDENTIALITY

- 9.1 Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other party during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.
- 9.2 For purposes of Sub-Article 9.1 above, such documents, information and data include any document, information and data which is disclosed by a party (the Disclosing party) to the other party (the Receiving party) prior to, or after, the execution of this Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and /or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 9.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties.

ARTICLE 10

INDEMNITY AND INSURANCE

- 10.1 Each Party shall indemnify, defend, and hold harmless the other Party against any and all liability, losses, damages, and claims, arising from this Agreement, and which is alleged to be caused in whole or in any part by negligent and/or willful act(s) or omission(s) of the Party and/or its director(s), officer(s), employee(s), agent(s), or other person(s) or entities acting on behalf of or at the direction of the Party.
- 10.2 If deemed necessary, the Parties may arrange for and provide recommended liability insurance coverage applicable to both Parties and their respective individual directors and officers.



ARTICLE 11
STUDY DATA OWNERSHIP AND SHARING OF RESEARCH FINDINGS

- 11.1. Data and information from this Research Project shall belong to UiTM. However, in the promotion of good research culture and ethics in collaborative work, both Parties agreed that-
- 11.1.1 research results and developments relating to the areas of collaboration as specified under this Agreement and the benefit from it will be shared between the Parties;
- 11.1.2. subject to conditions stated in this Agreement, the Parties will freely share, between each other, but not to other parties, all research results, and other developments related to the Research Project and the areas of collaboration as specified under this Agreement.

ARTICLE 12
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 12.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreement signed by both Parties.
- 12.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 12.3 Notwithstanding anything in Article 12.1 above, the intellectual property rights in respect of any copyright, trade mark, patent, software or design created: -
- (a) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the provisions to be mutually decided upon; and
- (b) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE 13
DATA PROTECTION

- 13.1 Both Parties aware that they will need to disclose to the other personal data relating to researchers. Both Parties further agree that they will ensure that all researchers records and personal data relating to researchers are held securely and confidentially and to further ensure

that no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the research project.

- 13.2 Both Parties acknowledge that personal data relating to participating researchers supplied by one party is to be processed by the other party only in accordance with the terms of this Agreement and otherwise on the express instructions of the both Party and agree that they will take appropriate technical and organizational measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.

ARTICLE 14

TERMINATION

- 14.1 If either Party fails to comply with any of the obligations under this Agreement, the aggrieved Party shall give a notice in writing of not less than fourteen (14) days to the either Party to remedy the default and where such default is not remedied in that period, the aggrieved Party shall be entitled terminate the Agreement by giving the defaulting Party a written notice to terminate of not less than thirty (30) days before the date of termination.
- 14.2 Notwithstanding Article 14.1 above, this Agreement may be terminated upon the mutual agreement in writing of both Parties.
- 14.3 A Party may exercise its right to terminate this Agreement in the event of any act(s) or failure(s) to act by the other Party which in the Party's view may place at material risk the ultimate success of the Conference.
- 14.4 Unless otherwise agreed, activities commencing or in operation before the date of termination shall be allowed to continue until such activities have completed.

ARTICLE 15

DISPUTE SETTLEMENT

- 15.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third parties or international tribunal.
- 15.2 In the unlikely event any such dispute or disagreement cannot amicably be resolved without neutral assistance, then the Parties shall submit the matter for non-binding mediation with a mediator jointly selected by the Parties.

- 15.3 If the Parties cannot resolve any such dispute or disagreement by completing the mediation process, then the Parties agree that the matter shall be referred, under the provision of the Asian International Arbitration Centre (AIAC) Arbitration Rules for the time being in force.
- 15.4 The appointment of an arbitrator shall be mutually agreed upon between the Parties and failing such agreement each Party shall appoint an arbitrator who shall jointly appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both Parties.
- 15.5 The Arbitration shall be held at Asian International Arbitration Centre (AIAC) in Kuala Lumpur, using the facilities and assistance available at the Centre.

ARTICLE 16

NOTICES

Any communication under this Agreement shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UiTM and UIR, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the other Party and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : **Universiti Teknologi MARA, Perlis Branch**
Address : Universiti Teknologi MARA, Perlis Branch, Arau Campus, 02600, Arau, Perlis, Malaysia
Attention : Assoc Prof Ts. Dr Shukor Sanim Bin Mohd Fauzi
Tel. : +604-988 2027
Fax : +604-988 2027
e-mail : shukorsanim@uitm.edu.my

To : Universitas Islam Riau (UIR)
Address : Jl. Kaharuddin Nst No. 113, Simpang tiga, Kec. Bukit Raya, Kota Pekanbaru, Riau 28284, Indonesia
Attention : Assoc Prof Dr Muslim
Tel. : +62-761 674 674
Fax : +62-761 674 834
e-mail : muslim@eng.uir.ac.id



ARTICLE 17
FORCE MAJEUR

In the event of any circumstances beyond the control of the Parties or the Force Major which results in the non-performance of the contents of this Agreement, the Parties in good faith and for the purposes of this Agreement, agree to settle by way of deliberation to reach a consensus and do not harm to each other Parties.

ARTICLE 18
SUSPENSION

Each University reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other Party in accordance to this Agreement.

ARTICLE 19
PUBLIC STATEMENT

Both Parties agree that no public statement shall be made on this Agreement without prior written approval from both Parties.

ARTICLE 20
INTEGRATION, AMENDMENT AND VARIATION

- 19.1 This Agreement contains the entire agreement between the Parties relating to the Research Collaboration and any prior or contemporaneous oral or written agreements, understandings, representations or promises relating to the subject matter are merged in this Agreement.
- 19.2 The term stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modification shall be made in writing and signed by the Parties hereto.



ARTICLE 21

TIME

Time whenever mentioned shall be of the essence to this Agreement.

ARTICLE 22

SEVERABILITY

If any of the provisions of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised as part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal and unenforceable provisions.

ARTICLE 23

NO AGENCY RELATIONSHIP

The relationship of principal and agent shall not exist between the Parties and the Party shall act as an independent contractor and not as agent of the other Party . Neither Party shall have any authority to act or to execute any documents on behalf of the other Party.

[End of Terms and Conditions]



IN WITNESS WHEREOF, the parties hereto execute this Agreement by its duly authorized officer, on the date and year first written above.

Signed by
for and on behalf
UNIVERSITI TEKNOLOGI MARA



.....
PROF DR HJ KHUDZIR HJ ISMAIL
Rector

Signed by
for and on behalf
UNIVERSITAS ISLAM RIAU



.....
PROF. DR. H. SYAFRINALDI, SH,
MCL
Rector

Witnessed by:



.....
ASSOC PROF TS. DR SHUKOR SANIM
MOHD FAUZI
Deputy Rector

Witnessed by:



.....
IR. H. ROSYADI, M.Si
Vice Rector III

SCHEDULE 1
Research Collaboration

Research Projects	Research Area	Principal Researchers
1	IoT-Based Ghat Road Traffic Alerting System	Assoc Prof. Ts. Dr Shukor Sanim Bin Mohd Fauzi
2	Preparation and Characterization of Platinized TiO ₂ Photocatalyst via Porous Immobilized Photodeposition Method for Hydrogen Production using Photoelectrochemical process	Dr. Wan Izhan Nawawi Bin Wan Ismail
3	Conductivity and Mechanical Properties of Silicone based Electrical Conductive Adhesives (ECA) Filled Carbon Black via Agitation Dispersion	Dr. Zuliahani Ahmad
4	Formulation Of Measurement Model For Awareness And Adoption On Halal Certification Among Smes In Perlis: An Enhancement Of Resource-Based View (Rbv) Theory	Dr Ahmad Nizan Mat Noor
5	Ubiquitous Health Monitoring System using Internet of Things (IoT) Sensors and RFID System	Dr. Evizal Abdul Kadir
6	The Ionization behaviour analysis for hybrid ASP synergy	Dr Eng Muslim
7	The Effectiveness of the combination of electrocoagulation and multi soil layering (MSL) systems in groundwater in teluk nilap area, kubu babusslam, rokan hilir	Arief yandra putra
8	Analysis of the influence of zakat distribution on poverty rates in Indonesia and Malaysia during the Covid 19 pandemic	Dr. Hamdi Agustin

SCHEDULE 2
Milestone

STAGE	MILESTONE	COMPLETION DATE
1	1 st Meeting and introduce both teams from UiTM and UIR	Within first (1 st) month of the Commencement Date
2	Submit Introduction, Literature Review and Methodology	Within sixth (6 th) month of the Commencement Date
3	a) Conduct questionnaire and interview Topics b) Data Collection	Within twelveth (12 th) month of the Commencement Date
4	a) Data Analysis b) Submit Results and Discussion	Within fifteenth (15 th) month of the Commencement Date
5	Paper Submission on Scopus Journal	Within eighteenth (18 th) month of the Commencement Date
6	Submission of full report with proof of submission to Scopus indexed journal	Within twenty fourth (24 th) month of the Commencement Date

- The time periods are tentatively included as guideline to indicate the desired rate of completion of the milestones.
- Each milestone should be established to the satisfaction of both Parties, and concluded by a summary and a detailed report to be drafted by each Party to the other or one report drafted and agreed on by both Parties.



SCHEDULE 3
List of Researchers

UiTM Researchers

1. Assoc Prof Ts Dr Shukor Sanim Bin Mohd Fauzi
2. Ray Adderley JM Gining
3. Dr Tajul Rosli Razak
4. Muhammad Hafiz Ismail
5. Dr Nurul Ain Mohd Zaki
6. Dr Ruhaila Maskat
7. Dr. Wan Izhan Nawawi Bin Wan Ismai
8. Prof Dr Hj Khudzir Hj Ismail
9. Prof Ts Dr Mohd Azlan Mohd Ishak
10. Assoc Prof Dr Ali H Jawad
11. Dr Zuliahani Ahmad
12. Nasulhah Kassim
13. Dr. Zuliahani Ahmad
14. Pn. Sharaifah Nafisah Syed Ismail
15. Muhamad Naiman Sarip
16. Pn. Siti Nor binti Din
17. Dr. Solhan Yahya
18. Dr Ahmad Nizan Mat Noor
19. Ismalaili Binti Ismail
20. Nik Azlina Binti Nik Abdullah
21. Ima Ilyani Binti Ibrahim

UIR Researchers

1. Dr. Evizal Abdul Kadir
2. Akmar Efendi, S.Kom, M.Kom
3. Apri Siswanto, S.Kom, M.Kom
4. Abdul Syukur, S.Kom, M.Kom
5. Yudhi Arta, ST, M.Kom
6. Dr Eng Muslim
7. Novia Rita
8. Tomi Erfando
9. Dike Fitriansyah Putra
10. Neneng Purnamawati
11. Arief yandra putra
12. Yelfira Sari
13. Adi Suryadi
14. Fitri Mairizki
15. Dr. Hamdi Agustin
16. Dr. Firdaus Abd Rahaman
17. Dr. Ellyan Sasraningsih
18. Dr. Zulhelmi

SCHEDULE 4
Resource Allocation (Subject to Fluctuation Rate)

NO	DESCRIPTION	UiTM Contribution	UIR Contribution
1	Research Project 1		RM10,000
2	Research Project 2		RM10,000
3	Research Project 3		RM10,000
4	Research Project 4		RM5,000
5	Research Project 5	RM10,000	
6	Research Project 6	RM10,000	
7	Research Project 7	RM10,000	
8	Research Project 8	RM5,000	
	GRAND TOTAL	RM35,000	RM35,000



Ref : 600-UiTMPs(PJIM&A/PI 5/2)
Date : 15th. June 2021

Dr. Evizal Abdul Kadir
Universitas Islam Riau
Jl. Kaharuddin Nst No.113
Simpang Tiga, Kec. Bukit Raya
Kota Pekanbaru, Riau
28284, Indonesia

Dear Dr,

I am delighted to inform that you have been awarded a **Matching Research Grant** (International) by Universiti Teknologi MARA, Perlis Branch for the following research project: -

Project Title	:	Ubiquitous Health Monitoring System using Internet of Things (IoT) Sensors and RFID System
Project Leader	:	Dr. Evizal Abdul Kadir
Project Members	:	Akmar Efendi (UIR, Indonesia) Apri Siswanto (UIR, Indonesia) Abdul Syukur (UIR, Indonesia) Yudhi Arta (UIR, Indonesia) Assoc. Prof. Dr. Shukor Sanim (UiTM Perlis) Ray Adderley JM Gining (UiTM Perlis) Dr Tajul Rosli Razak (UiTM Perlis) Muhammad Hafiz Ismail (UiTM Perlis) Dr Nurul Ain Mohd Zaki (UiTM Perlis) Dr Ruhaila Maskat (UiTM Shah Alam)
Project Duration	:	15 June 2021 – 14 June 2023 (2 years)
Project Allocation	:	RM 10, 000.00
Key Performance Indicator	:	i) At least ONE (1) SCOPUS/WOS index journal. ii) The project must produce at least ONE (1) MoU or MoA between UiTM Perlis Branch and Universitas Islam Riau (UIR), Indonesia. iii) At least ONE (1) copyright iv) A new jointly research grant application.


In relation to the research grant award, reciprocation of similar standing from your institution is expected by funding the following ONE (1) research project lead by researcher from Universiti Teknologi MARA, Perlis:-

Project Title : IoT-Based Ghat Road Traffic Alerting System
Project Leader : Assoc Prof Ts Dr Shukor Sanim Bin Mohd Fauzi
Project Allocation : RM 10,000

2. If you agree to the offer, kindly reply this letter by emailing us the "Acceptance Notice to Conduct Research Project Form" before **30th June 2021**. You are required to provide detailed institution official bank account for funding transfer. I look forward to hearing from you soon and feel sure for a positive and fruitful collaboration for both UiTM Perlis Branch and Universitas Islam Riau (UIR), Indonesia.

Thank you.

Yours sincerely,



PROF. DR. KHUZZIR HJ. ISMAIL
Rector



UNIVERSITAS ISLAM RIAU

LEMBAGA PENELITIAN DAN PENGABDIAN KEPADA MASYARAKAT

Alamat: Jalan Kaharuddin Nasution No. 113, Marpoyan, Pekanbaru, Riau, Indonesia - 28284
Telp. +62 761 72126 Fax. +62 761 674834 Email: lppm@uir.ac.id Website: www.lppm.uir.ac.id



**KONTRAK PENELITIAN
BERSAMA UIR- UiTM TAHUN 2021
NOMOR: 01/KONTRAK/LPPM-UIR-06-2021**



UNIVERSITI
TEKNOLOGI
MARA

Pada hari ini Kamis tanggal 15 bulan Juni tahun Dua Ribu Dua Puluh Satu, kami yang bertandatangan dibawah ini :

1. **Dr. Evizal Abdul Kadir, S.T., M.Eng** : Ketua Lembaga Penelitian, Universitas Islam Riau, dalam hal ini bertindak untuk dan atas nama Universitas Islam Riau, yang berkedudukan di Jl. Kaharuddin Nasution No. 113 P. Marpoyan, Pekanbaru, untuk selanjutnya disebut **PIHAK PERTAMA**.
2. **Dr. Evizal Abdul Kadir, S.T., M.Eng** : Dosen Fakultas Teknik Universitas Islam Riau, dalam hal ini bertindak sebagai pengusul dan Ketua Pelaksana Penelitian Tahun 2021/2023 untuk selanjutnya disebut **PIHAK KEDUA**.

PIHAK PERTAMA dan **PIHAK KEDUA**, secara bersama-sama sepakat mengikatkan diri dalam suatu Kontrak Penelitian Kerjasama Tahun 2021 dengan ketentuan dan syarat-syarat sebagai berikut:

Pasal 1

Ruang Lingkup Kontrak

PIHAK PERTAMA memberi pekerjaan kepada **PIHAK KEDUA** dan **PIHAK KEDUA** menerima pekerjaan tersebut dari **PIHAK PERTAMA**, untuk melaksanakan dan menyelesaikan Penelitian bersama UIR-UiTM Tahun Anggaran 2021/2023 dengan judul **"Ubiquitous Health Monitoring System using Internet of Things (IoT) Sensors and RFID System"**.

Pasal 2

Dana Penelitian

- (1) Besarnya dana untuk melaksanakan penelitian dengan judul sebagaimana dimaksud pada Pasal 1 adalah sebesar **MYR 20.000,- (dua puluh ribu ringgit malaysia)** sudah termasuk pajak.

Pasal 3

Tata Cara Pembayaran Dana Penelitian

- (1) **PIHAK PERTAMA** akan membayarkan Dana Penelitian kepada **PIHAK KEDUA** secara bertahap dengan ketentuan sebagai berikut:
 - a. Pembayaran Tahap Pertama sebesar 70% dari total dana penelitian yaitu $70\% \times \text{MYR } 20.000 = \text{MYR. } 14.000$ (**empat belas ribu ringgit malaysia**) yang akan dibayarkan oleh **PIHAK PERTAMA** kepada **PIHAK KEDUA** setelah **PIHAK PERTAMA** membuat dan melengkapi usulan pelaksanaan penelitian yang memuat judul penelitian, halaman pengesahan, ringkasan, pendekatan dan metode penelitian yang digunakan, data yang akan diperoleh, anggaran yang akan digunakan, dan tujuan penelitian berupa luaran yang akan dicapai (sesuai pedoman sistematika dan muatan proposal penelitian). Selanjutnya **PIHAK KEDUA** mengunggah usulan penelitian yang telah diseminarkan.
 - b. Pembayaran Tahap Kedua sebesar 30% dari total dana penelitian yaitu $30\% \times \text{MYR } 20.000 = \text{MYR. } 6.000$ (**enam ribu ringgit malaysia**), dibayarkan oleh **PIHAK PERTAMA** kepada **PIHAK KEDUA** setelah **PIHAK KEDUA** melaporkan Laporan Akhir Pelaksanaan Penelitian dan menyerahkan hard copy sebanyak dua rangkap untuk arsip LPPM dan Pihak UiTM.

- (2) Dana Penelitian sebagaimana dimaksud pada ayat (1) akan disalurkan oleh **PIHAK PERTAMA** kepada **PIHAK KEDUA** ke rekening sebagai berikut:

Nama : **Dr. Evizal Abdul Kadir, S.T., M.Eng**
Nomor Rekening :
Nama Bank :

- (2) **PIHAK PERTAMA** tidak bertanggung jawab atas keterlambatan dan/atau tidak terbayarnya sejumlah dana sebagaimana dimaksud pada ayat (1) yang disebabkan karena kesalahan **PIHAK KEDUA** dalam menyampaikan data peneliti, dan persyaratan lainnya yang tidak sesuai dengan ketentuan.

Pasal 4 **Jangka Waktu**

Jangka waktu pelaksanaan penelitian sebagaimana dimaksud dalam Pasal 1 sampai selesai 100%, adalah terhitung sejak **Tanggal 15 Juni 2021** dan berakhir pada **Tanggal 14 Juni 2023**.

Pasal 5 **Target Luaran**

- (1) **PIHAK KEDUA** berkewajiban untuk mencapai target luaran wajib penelitian berupa artikel dimuat di jurnal Internasional Bereputasi (Q1/Q2).
- (2) **PIHAK KEDUA** diharapkan dapat mencapai target luaran tambahan penelitian berupa jurnal seminar Internasional.
- (3) **PIHAK KEDUA** berkewajiban untuk melaporkan perkembangan pencapaian target luaran sebagaimana dimaksud pada ayat (1) kepada **PIHAK PERTAMA**.

Pasal 6 **Hak dan Kewajiban Para Pihak**

- (1) Hak dan Kewajiban **PIHAK PERTAMA**:
 - a. **PIHAK PERTAMA** berhak untuk mendapatkan dari **PIHAK KEDUA** luaran penelitian sebagaimana dimaksud dalam Pasal 7;
 - b. **PIHAK PERTAMA** berkewajiban untuk memberikan dana penelitian kepada **PIHAK KEDUA** dengan jumlah sebagaimana dimaksud dalam Pasal 2 ayat (1) dan dengan tata cara pembayaran sebagaimana dimaksud dalam Pasal 3.
- (2) Hak dan Kewajiban **PIHAK KEDUA**:
 - a. **PIHAK KEDUA** berhak menerima dana penelitian dari **PIHAK PERTAMA** dengan jumlah sebagaimana dimaksud dalam Pasal 2 ayat (1);
 - b. **PIHAK KEDUA** berkewajiban menyerahkan kepada **PIHAK PERTAMA** luaran Penelitian dengan judul "**Ubiquitous Health Monitoring System using Internet of Things (IoT) Sensors and RFID System**". **PIHAK KEDUA** berkewajiban untuk bertanggungjawab dalam penggunaan dana penelitian yang diterimanya sesuai dengan proposal kegiatan yang telah disetujui;

Pasal 7 **Laporan Pelaksanaan Penelitian**

- (1) **PIHAK KEDUA** berkewajiban untuk menyampaikan kepada **PIHAK PERTAMA** berupa laporan akhir mengenai luaran penelitian dan rekapitulasi penggunaan anggaran sesuai dengan jumlah dana yang diberikan oleh **PIHAK PERTAMA** yang tersusun secara sistematis sesuai pedoman yang ditentukan oleh **PIHAK PERTAMA**.
- (2) **PIHAK KEDUA** berkewajiban melaporkan Laporan hasil penelitian yang telah dilaksanakan untuk di presentasikan paling lambat **14 Mei 2023**.

- (3) **PIHAK KEDUA** berkewajiban menyerahkan *Hardcopy* Laporan akhir capaian hasil, /Poster/ artikel ilmiah **PIHAK PERTAMA**, paling lambat **14 Juni 2023**.
- (4) Laporan hasil Penelitian sebagaimana tersebut pada ayat (4) harus memenuhi ketentuan sebagai berikut:
 - a. Bentuk/ukuran kertas A4;
 - b. Di bawah bagian cover ditulis:

Dibiayai oleh:
Dana Penelitian Bersama UIR - UiTM
Sesuai dengan Kontrak Penelitian Kerjasama
Nomor: 01/KONTRAK/LPPM-UIR/06-2021

Pasal 8 Monitoring dan Evaluasi

PIHAK PERTAMA dalam rangka pengawasan akan melakukan Monitoring dan Evaluasi terhadap kemajuan pelaksanaan Penelitian Tahun Anggaran 2021/2023 ini dilaksanakan pada bulan **14 Mei tahun 2023**.

Pasal 9 Sanksi

- (1) Apabila sampai dengan batas waktu yang telah ditetapkan untuk melaksanakan Penelitian ini telah berakhir, namun **PIHAK KEDUA** belum menyelesaikan tugasnya, terlambat mengirim laporan akhir, maka **PIHAK KEDUA** dikenakan sanksi administratif berupa penghentian pembayaran dan tidak dapat mengajukan proposal penelitian dalam kurun waktu satu tahun berturut-turut.
- (2) Apabila **PIHAK KEDUA** tidak dapat mencapai target luaran sebagaimana dimaksud dalam Pasal 5, maka kekurangan capaian target luaran tersebut akan dicatat sebagai hutang **PIHAK KEDUA** kepada **PIHAK PERTAMA** yang apabila tidak dapat dilunasi oleh **PIHAK KEDUA**, akan berdampak pada kesempatan **PIHAK KEDUA** untuk mendapatkan pendanaan penelitian atau hibah lainnya yang dikelola oleh **PIHAK PERTAMA**.

Pasal 10 Pembatalan Perjanjian

- (1) Apabila dikemudian hari terhadap judul Penelitian sebagaimana dimaksud dalam Pasal 1 ditemukan adanya duplikasi dengan Penelitian lain dan/atau ditemukan adanya ketidakjujuran, itikad tidak baik, dan/atau perbuatan yang tidak sesuai dengan kaidah ilmiah dari atau dilakukan oleh **PIHAK KEDUA**, maka perjanjian Penelitian ini dinyatakan batal dan **PIHAK KEDUA** wajib mengembalikan dana penelitian yang telah diterima kepada **PIHAK PERTAMA** yang selanjutnya akan dikembalikan ke panitia pemilihan bersama UIR-UiTM.
- (2) Bukti setor sebagaimana dimaksud pada ayat (1) disimpan oleh **PIHAK PERTAMA**.

Pasal 11 Penyelesaian Sengketa

Apabila terjadi perselisihan antara **PIHAK PERTAMA** dan **PIHAK KEDUA** dalam pelaksanaan perjanjian ini akan dilakukan penyelesaian secara musyawarah dan mufakat, dan apabila tidak tercapai penyelesaian secara musyawarah dan mufakat maka penyelesaian dilakukan melalui proses hukum.

Pasal 12

Lain-lain

- (1) **PIHAK KEDUA** menjamin bahwa penelitian dengan judul tersebut di atas belum pernah dibiayai dan/atau diikutsertakan pada Pendanaan Penelitian lainnya, baik yang diselenggarakan oleh instansi, lembaga, perusahaan atau yayasan, baik di dalam maupun di luar negeri.
- (2) Segala sesuatu yang belum cukup diatur dalam Perjanjian ini dan dipandang perlu diatur lebih lanjut dan dilakukan perubahan oleh **PARA PIHAK**, maka perubahan-perubahannya akan diatur dalam perjanjian tambahan atau perubahan yang merupakan satu kesatuan dan bagian yang tidak terpisahkan dari Perjanjian ini.

Demikianlah surat perjanjian ini dibuat pada hari ini, tanggal, bulan dan tahun seperti tersebut diatas dan dibuat dalam rangkap 2 (dua) rangkap sebagai kekuatan dan untuk dipergunakan sebagaimana semestinya.



PIHAK PERTAMA

Dr. Evizal Abdul Kadir, S.T., M.Eng
NIDN: 1029027601

PIHAK KEDUA

Dr. Evizal Abdul Kadir, S.T., M.Eng
NIDN: 1029027601